

09-17-2002

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(Rev. 03/01)
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5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America National Association☐ Individual(s)☒ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State -☐ Other

9-5-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other - **Release of Security Interest**Execution Date: **August 30, 2002**

2. Name and address of receiving party(ies)

Anchor Glass Container CorporationStreet Address: **One Anchor Plaza, 4343 Anchor Plaza Parkway**City: **Tampa** State: **FL** Zip: **33634**☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State - **Delaware**☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,265,032 1,929,484 2,090,093**1,300,589 1,953,772****1,320,769 2,082,372**Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Stanley Seuradge**Internal Address: **Schulte Roth & Zabel LLP**Street Address: **919 Third Avenue**City: **New York**State: **N.Y.**Zip: **10022**

6. Total number of applications and registrations involved:.....

77. Total fee (37 CFR 3.41).....\$ **190.00**☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanley Seuradge

Name of Person Signing

Signature

September 4, 2002

Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/16/2002 8TON11 00000197 500675 1265032

Q1 FC:481 40.00 CH
Q2 FC:482 150.00 CH
9290981.1

TRADEMARK
REEL: 002583 FRAME: 0188

RELEASE OF SECURITY INTEREST
(Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks)(the "Release") is made and effective as of the date indicated below and is granted by **BANK OF AMERICA, National Association**, a national banking association, as Agent ("Releasor"), in favor of **ANCHOR GLASS CONTAINER CORPORATION**, a Delaware corporation ("Releasee").

WHEREAS, pursuant to that certain Loan Agreement dated as of October 16, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Releasee; Releasor, as Agent; and the Lenders described therein, Lenders agreed to make certain loans and extend other financial accommodations to Releasee;

WHEREAS, Releasor required, as a condition precedent to the making of the Loans under the Loan Agreement by Lenders, that Releasee shall have granted the security interest and made the collateral assignment contemplated by that certain Collateral Trademark Security Agreement dated as of October 16, 2002 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, to secure the prompt and complete payment, observance and performance of all of Releasee's Obligations (as defined in the Loan Agreement), Releasee granted, bargained, assigned, mortgaged, pledged, sold and created a security interest in and transferred and conveyed the same to Releasor, and its successors, transferees and assigns, for itself and for the benefit of all Lenders, as and by way of a first mortgage and security interest having priority, subject to Section 6 of the Trademark Security Agreement, over all other security interests, with power of sale as hereinafter provided, to the extent permitted by law, with respect to all of the following property of Releasee, whether then owned or existing or thereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of Releasee's rights, title and interests in and to its trademarks and trademark registrations and all rights and interests under trademark license agreements, trade names and trademark applications for which registrations have been issued by, or applied for with, the United States Patent and Trademark Office, or used in the United States or any state, territory or possession thereof, including, without limitation, the trademarks, trademark registrations and applications listed on Annex A attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor), listed on Annex B attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof but excluding attorneys' fees and court costs payable to Releasee in respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademark, trademark registrations, and interests under trademark license agreements, trade names and applications, together with the items described in clauses (i)

through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) the goodwill of Releasee's business connected with the Trademarks;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2368/Frame 0636 on or about September 18, 2001;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 30 day of August 2002.

BANK OF AMERICA, National Association,
as Agent

By: Debra Rathberger

Name: Debra Rathberger

Title: SVP; Portfolio Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois

ss.:

COUNTY OF Cook

On this 30 day of August 2002, before me, the undersigned, personally appeared Debra Rathberger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Scherina A. Harris
[NOTARY SEAL]



ANNEX A

U. S. Trademarks:

<u>Description</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Cornucopia Design	1,265,032	January 24, 1984
GOLDEN HARVEST and Cornucopia Design	1,300,589	October 16, 1984
Anchor Design	1,320,769	February 19, 1985
LINELITES	1,929,484	October 24, 1995
STELLAR	1,953,772	January 30, 1996
LASTING IMPRESSIONS	2,082,372	July 22, 1997
SPLASH	2,090,093	August 19, 1997

Foreign Trademarks:

<u>Description</u>	<u>Registration Number</u>	<u>Country</u>
GLASSCAN	1,824,635	Argentina
GLASSCAN	816528640	Brazil
LINELITES	733,175	Canada
STELLAR	778,038	Canada
Anchor Design	324,040	Canada
LINELITES	502,888	Mexico
STELLAR	491,744	Mexico
GLASSCAN	416,585	Mexico
GLASSCAN	249,589	Uruguay

Annex B

Trademark License Agreements

<u>Name/Address</u>	<u>Description of License Agreement</u>	<u>Licensee under Agreement</u>
None.		